

11417-
CAR LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417-
Filed 1425

MAR 4 1980 - 12 10 PM 0-064A043
February 22, 1980

INTERSTATE COMMERCE COMMISSION

Date MAR 4 1980

Fee \$ 20.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No.1
dated as of April 3, 1979 ("Lease") to Car Leasing
Agreement 7135 between North American Car Corporation
("Lessor") and Poplar Elevator Company ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of November
2, 1979, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, P.O. Box 608, Poplar, MT 59255
and assigned to Assignee, P.O. Box 8300, 260
Long Ridge Road, Stamford, Connecticut 06904. The Assignment
of Leases was recorded with the Interstate Commerce Commission
at 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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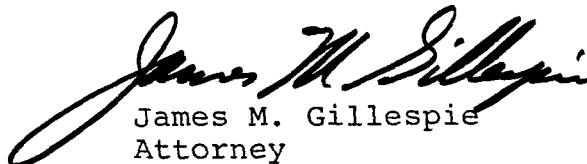
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease, *Supplementary fees, and \$10.00 for Cross indexing requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

6/22/77
10/17/77 > Please cross index this filing against the name of the Lessee, Poplar Elevator Company.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

enclosure

RECORDATION NO. 11417-KK

MAR 4 1980 10 PM

RECORD NO. 11417-KK

MAR 4 1980

CERTIFICATE

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 7135 between North American Car Corporation and Poplar Elevator Company dated April 3, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A. Kelly

(SEAL)

My Commission Expires February 23, 1983.

KEEP for
ICC file
Copy
11417-KK

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 7135

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Ten (10)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NANX 482166 thru 482175)	\$460.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 25,000 x days in service that each car ³⁶⁵ covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 261.3 as was reported for November, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 3rd day of April, 1979.

ATTEST:

James M. S. Smith
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

W. W. H. H.
Sr. Vice President

POPLAR ELEVATOR COMPANY

ATTEST:

Jack M. M.
Secretary

By

E. M.
President

CAR LEASING AGREEMENT 7135
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 11th day of April, 19 77, before me personally appeared H. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Sr Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

James C. Caldwell
Notary Public
My Commission expires June 30, 1979

State of Montana)
) SS:
County of Roosevelt)

On this 1 day of June, 1978, before me personally appeared E. J. Jones, to me personally known, who, being by me duly sworn, says that he is a Vice President of Taylor Elevator Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Charles E. Jones
Notary Public
My Commission expires 12-31-2010